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UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

COAST AUTONOMOUS, LLC, a California Limited Liability Company, PHOENIX WINGS LTD., a United Kingdom Company, and PIERRE LEFEVRE, an individual, *Plaintiffs*, vs. GLOBAL RESOURCES MANAGEMENT CONSULTANCY, INC., a New York Corporation, MERIDIAN AUTONOMOUS, INC., a New York Corporation, MERIDIAN USA, INC., a Florida corporation, and DOES 1-10, inclusive, *Defendants*.	Case No: 2:17-cv-02992-DSF (JCx) **FIRST AMENDED COMPLAINT** *Jury Trial Demanded*

For their First Amended Complaint, Plaintiffs Coast Autonomous, LLC ("Coast Autonomous"), Phoenix Wings, Ltd. ("Phoenix Wings") and Pierre Lefevre (collectively, "Plaintiffs") allege as follows:

JURISDICTION AND VENUE

1. This is an action for, among other things, a violation of the Lanham Act, 15 U.S.C. § 1051 *et seq*. Therefore, this Court has subject matter jurisdiction under 28 U.S.C. § 1331.

2. This Court has supplemental jurisdiction over the state-law claims under 28 U.S.C. § 1367 as they are so related to the federal claims within the original jurisdiction of this Court that they form part of the same case or controversy.

3. This Court also has original jurisdiction under 28 U.S.C. § 1332 because the amount in controversy exceeds the sum or value of $75,000, and all plaintiffs are citizens of different states (or of a foreign nation) than all defendants.

4. This Court has personal jurisdiction over defendant Global Resources Management Consultancy, Inc. ("GRMC") based on its continuous and systematic contacts with the State of California. For example, over five years ago, on or about February 9, 2012, GRMC entered into an International Representative Agreement with Geodigital International Corp. ("Geodigital"), a corporation with its principal executive office in Lompoc, California. The International Representative Agreement obligates GRMC to provide services to Geodigital each month over a renewable five (5) year term and provides for a $10,000 monthly retainer to be paid to GRMC. The GRMC-Geodigital contract is governed by California law and contains an exclusive California forum selection clause. Further, in Case No. 2:15-cv-08477 ODW (AFMx), pending in this Court, defendant GRMC admitted, without qualification, that "personal jurisdiction is appropriate over it in the State of California."

5. This Court also has personal jurisdiction over defendant GRMC because, on information and belief, GRMC has minimum contacts with California such that personal jurisdiction over it would not offend due process.

6. This Court has personal jurisdiction over defendants Meridian Autonomous, Inc. and Meridian USA, Inc. (together, "Meridian") because, as described more fully herein, they have purposely directed their conduct toward

plaintiffs, and have caused injury to plaintiffs and their intellectual property, in California and this judicial district, and the injuries complained of herein arise out of or relate to that forum-directed conduct.

7. This Court also has personal jurisdiction over Meridian because, on information and belief, Meridian has minimum contacts with California such that personal jurisdiction over it would not offend due process.

8. Venue in this judicial district is proper under 28 U.S.C. § 1391(b)(2) or (b)(3) and § 1400(b). Neither GRMC nor Meridian has filed a statement under California Corporations Code § 2105(a)(3) designating a principal local office in California. Consequently, venue is proper in Los Angeles County, which is the county where Coast Autonomous maintains its principal place of business.

INTRODUCTION

9. This case is about the attempted hijacking of valuable intellectual property related to self-driving (autonomous) transportation technology by an opportunist and the companies that he controls and their continuing efforts to try to wrongfully "cash-in" on the intellectual property even after their larger scheme to completely hijack the technology failed.

10. Defendants – each of whom share Tharmalingam ("Lincoln") Satkunarajah as their CEO – attempted to hijack the autonomous transportation technology developed by the father of low speed self-driving transportation technology, Plaintiff Pierre Lefevre, by engaging in a classic bait-and-switch scheme. It is beyond dispute that Plaintiff Pierre Lefevre developed the autonomous transportation technology at issue and invented and built the first commercially available self-driving shuttle long before meeting Satkunarajah and Defendants. Nevertheless, having already wrested control of the very name of Lefevre's company - Meridian Autonomous - and wrongfully filing provisional patent applications with the USPTO based on Lefevre's life's work without Lefevre's knowledge or

permission and in contravention of a written NDA as part of their scheme, Satkunarajah and Defendants continue to harm Plaintiffs.

11. Satkunarajah and Defendants continuing harm to Plaintiffs includes, among other things, (a) failing to return the confidential information that Plaintiff Lefevre entrusted to Defendants under an NDA, (b) refusing to rescind the provisional patent applications that they wrongfully filed with the USPTO in violation of the NDA, (c) interfering with Plaintiffs' prospective business relationships with third-parties, (d) falsely claiming on their website that they can deliver a variety of "fully autonomous" vehicles notwithstanding the facts that Satkunarajah and Defendants do not seemingly have any experience with autonomous vehicles and that one or more of the vehicles featured on Defendants' website only exist in paper drawings, if at all, (e) misappropriating Plaintiffs' trade secrets in violation of the California Unfair Trade Secrets Act and Defend Trade Secrets Act, (f) wrongfully asserting that Plaintiffs have not returned unidentified physical property – despite Plaintiffs' repeated requests to identify the phantom property, and (g) unscrupulously maintaining that Plaintiffs have misappropriated equally mysterious and likely spurious trade secrets.

12. Despite every effort to resolve this matter, Plaintiffs have been forced to file this action to protect their intellectual property and put an end to Defendants' continuing transgressions and pattern of intentionally wrongful behavior.

PARTIES

13. Plaintiff Coast Autonomous LLC is a California limited liability company, with its principal place of business in Pasadena, California. Coast Autonomous is in the business of developing, marketing, providing and licensing certain services and intellectual property that relate to autonomous transportation technologies.

14. Plaintiff Phoenix Wings, Ltd. is a United Kingdom company, with its principal place of business in London, England. Phoenix Wings is also in the business

of developing, marketing, providing and licensing certain services and intellectual property that relate to autonomous transportation technologies.

15. Plaintiff Pierre Lefevre is a resident of France, a principal of Phoenix Wings, and an officer of Coast Autonomous.

16. Defendant GRMC is a New York corporation. On information and belief, GRMC's principal place of business is New York, New York.

17. Defendant Meridian Autonomous, Inc. is a New York corporation. On information and belief, its principal place of business is Clearwater, Florida.

18. Defendant Meridian USA, Inc. is a Florida corporation. On information and belief, its principal place of business is Clearwater, Florida.

19. Defendant Meridian purports to be in the business of developing, marketing, providing and licensing certain services and intellectual property that relate to autonomous transportation technologies. However, on information and belief, Meridian has never developed, sold or licensed any products, services or intellectual property related to autonomous transportation technologies.

20. Defendants GRMC and Meridian are at times collectively referred to herein as "Defendants."

21. The true names and capacities of defendant Does 1 through 10, inclusive, are presently unknown to Plaintiffs, who therefore sue these defendants by their fictitious names. Plaintiffs are informed and believe, and thereupon allege, that each of the defendants designated herein as a fictitiously-named defendant is in some manner responsible for the events, happenings and acts alleged herein, and has caused damage to Plaintiffs as alleged herein. When Plaintiffs ascertain the true names and capacities of Does 1 through 10, inclusive, Plaintiffs will ask leave of this Court to amend their Complaint by setting forth the same.

22. Plaintiffs are informed and believe, and based thereon allege, that at all times mentioned herein, each of the defendants, including the DOE defendants, was the agent and employee of each of the other defendants, and in performing the acts

herein complained of acted within the course and scope of the respective agency and employment or, in the alternative, acted in a common conspiracy, each with the other, and in performing the acts herein complained of acted in furtherance of said conspiracy or, in the alternative, aided and abetted the other defendants, including the DOE defendants, in performing the acts herein complained of.

BACKGROUND FACTS

23. This case presents a classic bait-and-switch scheme. The bait: under the guise of conducting due diligence related to a proposed business transaction, Defendants obtained from Plaintiffs Pierre Lefevre and Phoenix Wings valuable confidential information and intellectual property (subject to a confidentiality agreement). The switch: after gaining this access, Defendants drastically and materially changed the terms of the proposed transaction and have wrongfully claimed that they own valuable intellectual property rights as a result of their orchestrated ruse.

24. Indeed, after Plaintiffs Pierre Lefevre and Phoenix Wings rejected the materially changed terms and requested that Defendants honor the original terms, Defendants refused to do so and continue to claim that they (Defendants) had obtained ownership or other rights in the confidential information and intellectual property that had been disclosed by Plaintiffs Pierre Lefevre and Phoenix Wings. Defendants also continue to wrongfully use the trade name “Meridian Autonomous” that Plaintiffs Lefevre and Phoenix Wings conceived and used before meeting Defendants and only agreed to transfer to Defendants as part of Defendants’ scheme.

25. Plaintiff Pierre Lefevre is a scientist and visionary. He is the father of low speed autonomous transportation. He has invented and developed technologies related to autonomous transportation for well over a decade. It is beyond dispute that long before Plaintiff Pierre Lefevre even met Defendants, Pierre Lefevre led a team of scientists and academics to compete in DARPA’s autonomous vehicle challenge in 2007. It is equally beyond dispute that long before Plaintiff Pierre Lefevre met

Defendants, he invented and built the world's first commercially available "driverless car," a 10 passenger self-driving shuttle, launched in January 2014 and winner of the Consumer Electronic Show's prestigious Popular Science "Product of the Future" award.

26. Indeed, until recently the Meridian website (available at www.meridianautonomous.com, and referred to as the "Meridian Website"), which at all relevant times has been maintained by Defendants or their agents, touted Lefevre's expertise in this area: "Pierre has thirty years of automation, communications, and software development experience. … he is shaping the future of 'urban speed' mobility. He has demonstrated autonomous vehicle expertise by competing in the 2007 DARPA Grand Challenge and going on to develop the first commercial driverless passenger vehicle. In 1995, he and his team built the first smart, connected-car, a Citroen Evasion, for Bill Gates and personally delivered it to him."

27. Cyril Royere, a non-party to this lawsuit, likewise has significant expertise in developing autonomous transportation technologies. Until recently, the Meridian Website proclaimed the following about Royere: "Cyril holds a PhD in automation and signal processing. He has created multiple sensor fusion control systems to automate vehicle object detection, decision making [sic], and control. He has extensive knowledge developing remote supervisory sensors."

28. Lefevre is the owner and a principal of Phoenix Wings.

29. At times, Royere has provided consulting services to Phoenix Wings.

30. Prior to the time that Lefevre or Royere first met Defendants:

a. Phoenix Wings and Lefevre had conceived of the name "Meridian Autonomous";
b. Phoenix Wings and Lefevre, along with their associates and business partners, offered products and/or services related to autonomous transportation under the name Meridian Autonomous;
c. Phoenix Wings and Lefevre, along with their associates and business

partners, acquired the domain name "meridianautonomous.com" for the purpose of offering products and/or services related to autonomous transportation;

d. Lefevre and Royere had developed a functional, urban speed autonomous vehicle that was at times referred to as the "P0 Shuttle"; and

e. The P0 Shuttle was prominently displayed at the Museum of Science and Technology ("MOSI") located in Tampa, Florida, bearing the Meridian Autonomous logo, for well over six months.

Defendants Pull a Bait-and-Switch

31. After Lefevre and Royere had developed the technology that autonomized the P0 Shuttle (as well as the technology that autonomized other vehicles), Lefevre met Tharmalingam ("Lincoln") Satkunarajah, GRMC's CEO.

32. There is nothing to suggest in any materials related to Satkunarajah or his background in either India or the United States that Satkunarajah has any experience – no less expertise – concerning autonomous transportation or systems. Indeed, while Meridian's current website lists Satkunarajah as Meridian's CEO and Chief Technology Officer, Satkunarajah's biography on the Meridian website is more notable for what it fails to say about Satkunarajah than rather what it actually does say about him. Satkunarajah's biography conspicuously fails to reference a single autonomous vehicle, system, or project that Satkunarajah has invented, developed, led, contributed to, or has even worked on in the past or is working on currently.

33. As indicated above, Satkunarajah is also the CEO of GRMC. The GRMC website – like the Meridian website – is likewise devoid of any reference to Satkunarajah's experience or expertise in this area.

34. The silence concerning Satkunarajah's experience and expertise with autonomous transportation technology extends well beyond the Meridian and GRMC websites. Not surprisingly, there are absolutely no articles, publications, or media

accounts detailing, describing or even hinting about Satkunarajah's experience with autonomous transportation technology. Equally unsurprising, there do not appear to be any articles or academic papers authored by Satkunarajah attesting to his experience or expertise with autonomous vehicle technology. If Satkunarajah has received any awards for his contributions or work in this area, the publicity associated with any such awards has been cloaked from public review.

35. Moreover, to the extent that Satkunarajah has any actual experience or expertise in this highly specialized and technical area, Satkunarajah, GRMC and Meridian have not only kept such experience and expertise a secret from the general public and academic circles, they craftily and successfully kept it well hidden from Lefevre and Royere. Neither Lefevre nor Royere – both of whom Meridian touted as the actual experts that they are in this area – could not discern that Satkunarajah had anything approaching even a rudimentary understanding of the basic concepts concerning autonomous transportation.

36. On or about April 28, 2016, GRMC sent to Phoenix Wings, one of Lefevre's companies, a **non-binding** term sheet pursuant to which GRMC expressed its alleged interest in acquiring Phoenix Wings, its entire intellectual property portfolio related to autonomous systems and vehicles, and three other companies related to or affiliated with Phoenix Wings (the "Non-Binding Term Sheet"). GRMC thereafter purportedly engaged in due diligence with respect to, among other things, the intellectual property owned by Phoenix Wings and Lefevre.

37. Satkunarajah expressed an alleged interest in acquiring the rights to, and operating under, the Meridian Autonomous name.

38. In May 2016, GRMC, or one of its agents or representatives, filed papers to form Meridian for, among other reasons, the alleged purpose of acquiring by purchase and/or assignment the assets and intellectual property of Phoenix Wings.

39. Some time thereafter, at the request of Satkunarajah, and based on his reasonable belief that GRMC intended to propose deal terms that were the same as or

substantially similar to those set forth in the Non-Binding Term Sheet, Phoenix Wings and Lefevre took steps to have the meridianautonomous.com domain name transferred to Defendants.

40. Had Phoenix Wings and Lefevre known that Defendants intended to propose final terms that were not the same as or substantially similar to the terms set forth in the Non-Binding Term Sheet, they would never had directed that the meridianautnomous.com domain name be transferred to Defendants.

41. After Meridian was formed and during the period of GRMC's purported due diligence, but before any deal was consummated, GRMC and/or Meridian expended money in connection with the business of Meridian, ostensibly to further convince Phoenix Wings and Lefevre that Defendants would ultimately consummate a deal with Phoenix Wings and Lefevre.

42. Phoenix Wings, along with non-parties Matthew Lesh and Corey Clothier, also began performing services for Meridian as independent contractors (the "Independent Contractor Services"). For example, Phoenix Wings provided engineering services in connection with the attempt to convert one or more traditional vehicles (that had been supplied by third parties) to autonomous vehicles. Lesh and Clothier performed operational, marketing, promotional and/or business development activities for Meridian. Neither Lefevre, Royere, Lesh, nor Clothier has ever entered into an employment agreement with any of the Defendants.

43. Some of the Independent Contractor Services were performed at a garage in or around Clearwater, Florida (the "Florida Garage"). Defendants supplied or paid for some of the physical equipment used to provide the Independent Contractor Services. For example, Meridian supplied Clothier with a laptop computer and purchased on a trade account microprocessors to be used in the conversion of a vehicle entrusted to Lefevre by a third-party for demonstration purposes. Phoenix Wings and Lefevre (as well as non-parties Royere, Clothier and Lesh) also used property that they personally owned in connection with the provision of the

Independent Contractor Services. For example, Lefevre, Royere and Lesh used their own personal laptop computers when providing Independent Contractor Services to Meridian. In addition, several vehicles either owned by Lefevre and/or one of his business partners, or by a third party, who had entrusted the vehicle to Lefevre, were maintained at the Florida Garage.

44. During the time the Independent Contractor Services were being provided to Meridian, Phoenix Wings and Lefevre continued to believe that a transaction with terms that were the same or substantially similar to the transaction set forth in the Non-Binding Term Sheet would ultimately be consummated.

45. However, a deal between GRMC and/or Meridian, on the one hand, and Phoenix Wings and/or Lefevre, on the other, was never consummated.

46. When GRMC presented its final offer to consummate a deal, the terms of the offer were substantially different from, and inferior to, the terms that GRMC previously presented to Lefevre and Phoenix Wings in the Non-Binding Term Sheet.

47. Lefevre and Phoenix Wings rejected GRMC's inferior offer and tried to negotiate a deal that was more in line with the proposal set forth in the Non-Binding Term Sheet.

48. GRMC was unwilling to materially revise its final offer.

49. Ultimately, negotiations broke down and no deal was consummated between GRMC and Meridian, on the one hand, and Phoenix Wings and Lefevre, on the other.

Defendants Falsely Accuse Plaintiffs of Theft and Conversion

50. Once it became evident that a deal would not be consummated, Phoenix Wings and Lefevre (as well as Royere, Clothier and Lesh) vacated the Florida Garage and discontinued providing further Independent Contractor Services to Meridian.

51. Shortly thereafter, Defendants accused Plaintiffs (as well as Royere, Clothier and Lesh) of theft and conversion, contending that they had removed physical property from the Florida Garage that belonged to Meridian.

52. Plaintiffs had no intention of permanently depriving, and did not permanently deprive, Meridian of property that belonged to Meridian.

53. Along these lines, after vacating the Florida Garage, it was determined that Plaintiffs had in their possession a number of microprocessors that had been purchased from a third party using a trade account in Meridian's name. Plaintiffs' counsel reported this information to Meridian's prior counsel and asked on several occasions where the items should be returned. **More than five weeks passed before Meridian's prior counsel provided instructions for the return of the microprocessors**. Nevertheless, shortly after the instructions were provided, the microprocessors were returned to Meridian at Plaintiffs' expense.

54. Further, in an effort to ensure the return of any and all property belonging to Meridian that may have been inadvertently removed from the Florida Garage, Plaintiffs' counsel asked Defendants' prior counsel **no fewer than four times over a period of several weeks** to identify the items of Defendants' property that Defendants believed had been removed from the Florida Garage. Notwithstanding these repeated requests, Meridian has not identified to Plaintiffs or their counsel a single item of physical property that belonged to Meridian that was wrongfully removed from the Florida Garage by Plaintiffs, and has not been returned to Meridian.

55. Nonetheless, Meridian persists in its false accusations that Plaintiffs (and others, including their counsel) have engaged in theft and/or conversion of Meridian's property.

Defendants' Misappropriation and Unlawful Use of Plaintiffs' Confidential Information and Intellectual Property

56. During the time period in which GRMC was conducting its purported due diligence, Satkunarajah asked Lefevre to disclose information concerning the intellectual property that he owned, or may have owned, in his individual capacity, and the intellectual property owned by Phoenix Wings that was the subject of the

Non-Binding Term Sheet.

57. Lefevre understood that Defendants made this request because Defendants were interested in purchasing any and all of the intellectual property related to autonomous transportation technologies that was owned, or possibly owned, by Lefevre himself and the autonomous transportation technologies owned or possibly owned by Phoenix Wings.

58. Before providing any Confidential Information (defined below) regarding the intellectual property that he owned individually, Lefevre entered into a confidentiality and non-disclosure agreement ("NDA") with GRMC and Meridian. A true and correct copy of the NDA is attached hereto as **Exhibit A**.

59. Under the terms of the NDA, Confidential Information includes information or materials concerning the business, financial condition, operations, assets and liabilities of a party to the NDA, whether in oral or written form, and further includes the portion of all materials, notes, analyses, compilations, studies, interpretations or other documents prepared by a recipient of Confidential Information or the Recipient's Representatives to the extent such materials, notes, analyses, compilations, studies, interpretations or other documents contain Confidential Information.

60. Under the NDA, a Recipient's Representatives include the directors, officers, employees, agents, partners or advisors of the Recipient and those of its parent company, subsidiaries and affiliates, including, without limitation, attorneys, accountants, consultants, bankers and financial advisors.

61. The NDA further states that "nothing in this Agreement is intended to amount to or implies any transfer, license or other grant of rights in relation to the Confidential Information or any intellectual property, patents, design right, trademarks, copyright, trade secrets, database rights or other intellectual property rights owned or used by the Disclosing Parties or its Affiliates."

62. The NDA broadly defines intellectual property as:

> all inventions, know-how, discoveries, artworks, designs, software, hardware, photographs, video tapes, films, slides, tape recordings, mechanicals, writings of any kind, audio/visual projects, printed or graphic matters, patents, trademarks, copyrights, design patents, business method patents, ideas, trade secrets, know how, confidential information, designs, reports, works of authorship, computer software, flow charts and diagrams, procedures, data, documentation and writings and applications thereof, including all preparatory materials such as sketches, drafts, outlines and drawings and electronic media in which any of the above are fixed or recorded, or anything else, including all preparatory materials, which are or may be subject to protection under the law as, for example, trade secrets, confidential information, know-how, patents, copyrights and trademarks. Confidential information includes correspondence, memoranda, files, manuals, books, code books, lists, financial, operating or marketing records, account records, forms, concepts, sales presentations, marketing programs, marketing strategy, business practices, bidding information, methods of operation, licenses, source code, software, processes, planning documents, testing, other technical information, customer lists, customer leads, contact information and other customer data, supplier lists, supplier leads, vendors lists, vendor leads, the Company's business relationships and agreements with third parties, contract proposals, contract expiration dates, documents identifying past, present and future customers, hiring and training methods, personnel records, pricing and cost information, discount information, financial and other confidential and proprietary information concerning the Company's operations and expansion plans, any analyses, compilations or reports with regard to the foregoing; and all other information. **Recipient acknowledges and agrees that all Confidential Information and all copies of the Confidential Information shall be and remain the exclusive property of the Disclosing Party.** (Emphasis added.)

63. Subject to and in reliance on the protections of the NDA, Lefevre disclosed Confidential Information, both in writing and orally, to GRMC and Meridian, and their respective Representatives, including Satkunarajah and Defendants' legal counsel.

64. For example, Lefevre provided to Satkunarajah no less than five

confidential, non-public white papers he had authored on issues concerning autonomous transportation related technologies.

65. Further, at the request of Satkunarajah, Lefevre twice met with Defendants' prior outside legal counsel who specialize in intellectual property matters. Satkunarajah represented to Lefevre that the purpose of these meetings was for Defendants' prior legal counsel to assess the potential value of Lefevre's and Phoenix Wings' intellectual property, including whether any of their inventions were patentable. During these meetings, at which Satkunarajah was present, Lefevre was asked numerous questions about the intellectual property and technologies that he had developed and, in response; Lefevre shared extensive Confidential Information with Defendants and their prior legal counsel. Before sharing such information, however, Lefevre reminded Defendants and their prior legal counsel that all such information shared with them was subject to the terms of the NDA.

66. At all relevant times, Lefevre understood that the purpose of his disclosure of Confidential Information to Defendants was solely to assist Defendants in their due diligence in valuing the intellectual property owned by Lefevre so as to permit the negotiation of a deal that included the purchase by GRMC and/or Meridian of Lefevre's individually owned intellectual property, in addition to that owned by Phoenix Wings.

67. Indeed, the NDA makes explicitly clear that the parties entered into the NDA "[i]n connection with the consideration of a possible transaction between . . . Pierre Lefevre and Meridian Autonomous Inc. . . . and Global Resources Management Consultancy Inc. . . . relating to 100% Driver-less Autonomous Products: software platform, hardware integration, communication, navigation system, installation & commissioning, certification of safety system . . . ." (Emphasis in original.)

68. The NDA further states "Recipient and its Representatives shall use the Confidential Information solely for the purpose of evaluating a Possible Transaction

and for no other purpose." (Emphasis added.)

69. Notwithstanding this language in the NDA, on information and belief, Defendants have used and continue to use Confidential Information disclosed by Lefevre for purposes other than evaluating a Possible Transaction between Lefevre and GRMC and/or Meridian.

70. Shortly after his meeting with Defendants' prior counsel in which he disclosed Confidential Information, Lefevre inquired whether Defendants' prior counsel believed that his inventions were patentable and asked to review any patent applications that might be drafted in contemplation of a consummated transaction with GRMC or Meridian to ensure the accuracy of the information contained in such applications. In response, Satkunarajah strongly rebuked Lefevre for attempting to contact Defendants' prior counsel and failed to disclose to Lefevre that Defendants intended to file patent applications based on the information that Lefevre disclosed to Defendants under the NDA.

71. Not long thereafter, GRMC presented its final, inferior offer described above.

72. When Lefevre refused to accept GRMC's inferior offer, Defendants requested Lefevre to assign to Meridian the intellectual property owned by Lefevre and Phoenix Wings before any deal terms would be agreed upon by the parties. Lefevre declined this request.

73. Defendants made a similar request to Royere, which likewise was declined.

74. Neither Phoenix Wings, nor Lefevre, nor Royere has at any time sold, assigned or otherwise transferred any of its/his respective intellectual property to any of the Defendants.

75. Nonetheless, Defendants have taken the position that they now have an ownership interest in the intellectual property related to autonomous transportation technologies owned by the Plaintiffs, or any of them, because Defendants allegedly

made intellectual and financial contributions to such intellectual property during the period before GRMC's inferior offer was rejected when the Independent Contractor Services were provided.

76. For example, on April 10, 2017, Defendants' prior counsel informed Plaintiffs for the first time that Defendants had filed with the United States Patent and Trademark Office ("USPTO") one or more provisional patent applications relating to autonomous transportation technologies. In subsequent discussions, Defendants' prior counsel confirmed that Defendants had filed one or more patent applications that were based, at least in part, on Confidential Information that Lefevre had disclosed under the terms of the NDA.

77. Remarkably, without any discernable experience with autonomous transportation technology, Defendants have taken the position that Satkunarajah contributed to the inventions disclosed in these provisional patent applications and, as such, is a co-inventor of the technology who has and will continue to have a right to practice the technology so disclosed. Plaintiffs have repeatedly asked Defendants (through their prior counsel) to provide copies of the provisional patent applications or otherwise describe the contributions allegedly made by Defendants to Lefevre's pre-existing Confidential Information and intellectual property. Defendants have steadfastly refused to provide the requested information. Consequently, Plaintiffs have been unable to obtain copies of the provisional patent applications or any other information concerning the contributions Satkunarajah or Defendants purport to have made to Plaintiffs' intellectual property.

78. Plaintiffs are informed and believe, and on that basis allege, that the purported provisional patent applications name one or more of the Defendants and/or Satkunarajah as a co-inventor of the technology for which the patents are sought, or, alternatively, that Defendants intend to claim co-inventorship of such technology in the future.

79. Lefevre never authorized Defendants, or any of their respective

Representatives, including Defendants' prior counsel, to use, rely upon, or otherwise disclose any Confidential Information that Lefevre had previously disclosed under the terms of the NDA for any purpose other than for the purpose of evaluating a Possible Transaction.

80. The use, reliance upon and/or disclosure in the purported patent applications by Defendants and/or their Representatives of Confidential Information disclosed by Lefevre under the NDA constitutes a material breach of the NDA.

81. Lefevre has demanded the return or destruction of all Confidential Information that he disclosed to Defendants under the NDA. Defendants refused, claiming that they are not bound by the terms of the NDA with respect to the Confidential Information disclosed by Lefevre.

82. Defendants have also taken the position that they made financial contributions that resulted in enhancements or improvements to the pre-existing intellectual property of Phoenix Wings, Lefevre and/or Royere. Plaintiffs' counsel has asked for information (receipts, invoices, proof of payment) reflecting financial contributions made by Defendants that resulted in any such enhancements or improvements. Defendants have refused to provide any information in response. Notwithstanding their refusal to provide any of the requested information, Defendants continue to assert that they have some ownership interest in Plaintiffs' intellectual property and the intellectual property previously owned by Royere and, therefore, that Plaintiffs do not have complete and exclusive ownership of the intellectual property or the unfettered right to use, sell, license or otherwise exploit the intellectual property as Plaintiffs deem fit.

83. Plaintiffs deny that Defendants have made any contributions, improvements or enhancements to any of Plaintiffs' or Royere's intellectual property.

84. Plaintiffs further deny that Defendants have any ownership interest whatsoever in Plaintiffs' or Royere's intellectual property.

85. Defendants further contend that they previously disclosed to Phoenix

Wings and Lefevre Confidential Information, including information that qualifies for trade secret protection, and that Plaintiffs are using such purported information to compete with Meridian. Plaintiffs deny such contention.

Defendants Purposely Direct Their Unlawful Activities At Coast Autonomous

86. Neither Phoenix Wings, nor Lefevre or Royere sold, assigned or otherwise transferred any right, title or ownership in their respective intellectual property related to autonomous transportation to any of the Defendants.

87. After it became evident that no deal would be consummated with GRMC and/or Meridian, Phoenix Wings, Lefevre and Royere entered into a transaction with plaintiff Coast Autonomous under which Coast Autonomous now owns by assignment or is otherwise authorized to freely use, license, sell and exploit any and all intellectual property related to autonomous transportation technologies owned by Phoenix Wings, Lefevre and/or Royere.

88. Since that time, Defendants have intentionally attempted to interfere with Coast Autonomous' business prospects.

89. For example, Plaintiffs attempted to negotiate an agreement with MOSI pursuant to which the P0 Shuttle would continue to remain at MOSI as part of a display of autonomous transportation technology. MOSI refused to enter into the agreement because it had been informed by Defendants and/or their representatives that they (Defendants) owned the P0 Shuttle and the embedded intellectual property that automated it and that Plaintiffs did not own the P0 Shuttle or embedded intellectual property.

90. As another example, Coast Autonomous engaged in negotiations for the licensing by Local Motors of Plaintiffs' intellectual property concerning autonomous transportation. During the negotiations, a Local Motors representative informed Plaintiffs that Defendants were claiming ownership of Plaintiffs' intellectual property. Negotiations broke down and a deal was never consummated between Coast Autonomous and Local Motors.

91. In a further effort to interfere with Plaintiffs' business prospects, Meridian has and continues to falsely advertise on its website that Meridian presently provides autonomous transportation products and/or services that, on information and belief, Meridian does not have the ability to deliver.

92. The Meridian website, available at www.meridianautonomous.com, depicts several vehicles and describes them as "Fully Autonomous" or "Autonomous". For example, the Meridian website has an image of a shuttle bus with a caption under the image that states "Fully Autonomous Electric Shuttle". A separate image on the Meridian website depicts a cargo transporter and is captioned "Fully Autonomous Electric Cargo Transporter." The combination of these images and their respective corresponding captions convey the message that Meridian presently has the ability to deliver to customers each of these vehicles in a fully autonomous state. This message is false. Attached hereto as **Exhibit B** is a true and correct copy of information depicted on the Meridian website.

93. On information and belief, Meridian does not have the technological capability or access to the intellectual property required to deliver to customers the vehicles depicted on the Meridian website. On information and belief, Meridian also does not have the ability to deliver some of these vehicles even in a non-automated state because such vehicles either do not yet exist—as they are artist designs—or the manufacturer of the vehicle is not in a business relationship with Meridian for the delivery of such vehicle.

94. Plaintiffs, however, do have the technological capability and access to the intellectual property required to deliver autonomous vehicles to customers.

95. Defendants know and have known that Coast Autonomous is a company based in California.

96. Through their conduct described herein, in which Defendants have intentionally interfered with Plaintiffs' prospective business prospects and falsely advertised Meridian's present capabilities, Defendants have purposely directed their

activities toward Coast Autonomous in California.

CLAIM ONE

Declaration Regarding Intellectual Property Ownership

(By All Plaintiffs Against All Defendants)

97. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 96 as if fully set forth here.

98. Royere was the sole individual owner of certain intellectual property, including software, before the time GRMC sent the Non-Binding Term Sheet. Both Phoenix Wings and Lefevre continue to be the sole owners of certain intellectual property related to autonomous transportation technology.

99. Royere has assigned any and all ownership in his previously owned intellectual property to Coast Autonomous. At no time did Royere assign any of his individual intellectual property, including his software, to any of the Defendants.

100. Defendants contend that they jointly own such intellectual property with Plaintiffs because Defendants purportedly made intellectual or financial contributions to such intellectual property.

101. Plaintiffs dispute that Defendants have any ownership, right, title or interest in any of the intellectual property owned by them.

102. An actual and substantial controversy exists between Plaintiffs and Defendants as to the ownership of the intellectual property.

103. This case is justiciable because Plaintiffs seek to exploit such intellectual property without restriction or interference by Defendants but they are unable to do so.

104. Declaratory relief will clarify the rights and obligations of the parties and is, therefore, appropriate to resolve this controversy.

CLAIM TWO

Declaration Regarding Physical Property

(By All Plaintiffs Against All Defendants)

105. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 96 as if fully set forth here.

106. Defendants have accused and contend that Plaintiffs have engaged in theft and conversion of physical property belonging to Meridian from the Florida Garage.

107. Plaintiffs deny that that have engaged in theft or conversion of any physical property that belongs to Meridian or any other Defendant.

108. An actual and substantial controversy exists between Plaintiffs and Defendants as to the purported removal of property by Plaintiffs from the Florida Garage.

109. This case is justiciable because Plaintiffs' reputations stand to be irreparably harmed owing to Defendants' false accusation of theft and conversation.

110. Declaratory relief will clarify the rights and obligations of the parties and is, therefore, appropriate to resolve this controversy.

CLAIM THREE

Declaration Regarding Misappropriation of Trade Secrets

(By All Plaintiffs Against All Defendants)

111. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 96 as if fully set forth here.

112. Defendants contend that they have possessed information related to the development of autonomous transportation that qualifies for trade secret protection.

113. Defendants also contend that they shared this information with Lefevre and Phoenix Wings, and that such information has been misappropriated by Defendants for use in the conduct of the business of Coast Autonomous.

114. Defendants further contend that they have been damaged by such alleged misappropriation and are entitled to monetary damages and other relief therefore.

115. Plaintiffs deny that they at any time obtained trade secret information from Defendants or misappropriated such information, if it exists, to Plaintiffs' use.

116. An actual and substantial controversy exists between Plaintiffs and Defendants as to the purported existence and misappropriation of trade secrets purportedly owned by Defendants.

117. This case is justiciable because Defendants contend that they have been harmed and will continue to be harmed by the alleged misappropriation by Plaintiffs' of Defendants' purported trade secrets.

118. Declaratory relief will clarify the rights and obligations of the parties and is, therefore, appropriate to resolve this controversy.

CLAIM FOUR

Fraudulent Inducement

(By Phoenix Wings Against GRMC)

119. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 96 as if fully set forth here.

120. Defendant GRMC presented an offer in the Non-Binding Term Sheet to Phoenix Wings representing the terms of a proposed transaction.

121. On information and belief, at the time GRMC made the offer, GRMC did not intend to provide a final proposal to Phoenix Wings that was the same or substantially similar to the original offer. On information and belief, GRMC instead sought to gain access to and knowledge of confidential information and intellectual property owned or controlled by Phoenix Wings through the guise of due diligence and intended to present a lesser final proposal once this information had been obtained.

122. Phoenix Wings reasonably relied on GRMC's representation that the offer provided in the Non-Binding Term Sheet was made in good faith and a true reflection of GRMC's intentions.

123. Phoenix Wings changed its position in reliance on GRMC's false representations. For example, Phoenix Wings abated its efforts to seek other investors and negotiated exclusively with GRMC, as this was a condition of the Non-Binding Term Sheet. Further, Phoenix Wings and Lefevre (Phoenix Wings' principal) directed the transfer of the meridianautonomous.com domain name to Defendants.

124. As a direct and proximate result on its reliance on GRMC's false representations, Phoenix Wings has been damaged in an amount to be proven at trial but that exceeds the jurisdictional minimum of this Court.

125. The aforementioned acts of GRMC were intentional, willful, and malicious, and designed to injure Phoenix Wings. As such, the conduct amounts to oppression, fraud, and malice, and is subject to exemplary and punitive damages all in an amount according to proof at trial.

CLAIM FIVE

Fraud

(By Lefevre Against All Defendants)

126. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 96 as if fully set forth here.

127. On or about August 2016, and again on or about September 2016, Defendants requested Lefevre to share Confidential Information with Defendants' prior intellectual property counsel. When these requests were made, Defendants represented to Lefevre that the information shared would be used solely for the purpose of evaluating a possible transaction.

128. On information and belief, Defendants knew these representations were false at the time they were made as they intended to use Lefevre's Confidential Information to their benefit aside from any transaction with Lefevre.

129. Lefevre reasonably relied upon Defendants' false representation inasmuch as he shared Confidential Information with Defendants and their prior intellectual property counsel.

130. On information and belief, Defendants (through their prior intellectual property counsel) filed one or more patent applications based on Lefevre's Confidential Information in which Defendants and/or their representatives, or some of them, claim to be co-inventors of the technology.

131. As a direct and proximate result, Lefevre has been damaged in an amount to be proven at trial but that exceeds the jurisdictional minimum of this Court.

132. The aforementioned acts of Defendants were intentional, willful, and malicious, and designed to injure Lefevre. As such, the conduct amounts to oppression, fraud, and malice, and is subject to exemplary and punitive damages all in an amount according to proof at trial.

CLAIM SIX

Breach of Contract

(By Lefevre Against Meridian and GRMC)

133. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 96 as if fully set forth here.

134. Plaintiff Lefevre and Defendants GRMC and Meridian entered into the NDA.

135. Plaintiff Lefevre has performed all conditions, covenants, and promises required on its part under the contract.

136. As described herein, Defendants GRMC and Meridian have breached the NDA by using Confidential Information disclosed by Lefevre for purposes that are not permitted under the terms of the NDA.

137. As a direct and proximate result of this breach of the NDA, Plaintiff Lefevre has suffered damages in an amount to be proven at trial but that exceeds the jurisdictional minimum of this Court.

138. If not enjoined from continuing in its breach of the NDA, Plaintiff Lefevre will suffer irreparable harm from Defendants' continued misuse of the Confidential Information.

CLAIM SEVEN

Breach of Covenant of Good Faith and Fair Dealing

(By Lefevre Against GRMC and Meridian)

139. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 96 as if fully set forth here.

140. There is an implied covenant of good faith and fair dealing implied in every contract. This implied covenant requires each contracting party to refrain from doing anything to injure the right of the other to receive the benefits of the agreement.

141. By the conduct alleged above, Defendants GRMC and Meridian breached the implied covenant of good faith and fair dealing in their contract with Lefevre.

142. The breaches of the covenant of good faith and fair dealing by Defendants GRMC and Meridian have directly and proximately caused Lefevre damages in an amount to be proven at trial but that exceeds the jurisdictional minimum of this Court.

CLAIM EIGHT

Breach of Fiduciary Duty

(By Lefevre Against All Defendants)

143. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 96 as if fully set forth here.

144. Defendants, and each of them, owed Lefevre a duty to act for and on behalf of him, and not to take advantage of, or injure him. Further, Defendants, and each of them, owed Lefevre a duty to act prudently and in good faith.

145. Defendants breached their fiduciary duties to Lefevre, as set forth above, by among other things improperly and without his authorization using his intellectual property to file one or more provisional patent application.

146. As a direct and proximate result of Defendants' breach of fiduciary duty, Lefevre has been damaged in an amount to be proven at trial but that exceeds the jurisdictional minimum of this Court.

147. The aforementioned acts of Defendants were intentional, willful, and malicious, and designed to injure Lefevre. As such, the conduct amounts to oppression, fraud, and malice, and is subject to exemplary and punitive damages all in an amount according to proof at trial.

CLAIM NINE

Intentional Interference With Prospective Economic Relations

(By Coast Autonomous Against All Defendants)

148. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 96 as if fully set forth here.

149. Coast Autonomous and third parties MOSI and Local Motors were in economic relationships that probably would have resulted in an economic benefit to Coast Autonomous.

150. Defendants knew of these relationships.

151. Defendants intended to disrupt these relationships.

152. Defendant engaged in wrongful conduct by falsely claiming to MOSI and Local Motors that Plaintiffs did not own the physical and/or intellectual property that was the subject of the economic relationship between Coast Autonomous and these third-parties and by further falsely claiming that Defendants owned such physical and intellectual property.

153. The economic relationships were disrupted.

154. Coast Autonomous was harmed by the disruption of these economic relationships.

155. Defendants' wrongful conduct was a substantial factor in causing the harm to Coast Autonomous.

156. The aforementioned acts of Defendants were intentional, willful, and malicious, and designed to injure Coast Autonomous. As such, the conduct amounts to oppression, fraud, and malice, and is subject to exemplary and punitive damages all in an amount according to proof at trial.

CLAIM TEN

Violation of the Lanham Act, 15 U.S.C. § 1125(a)

(By Coast Autonomous Against Meridian)

157. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 96 as if fully set forth here.

158. As described herein, Meridian claims that Meridian presently has the ability to deliver to customers certain, depicted fully autonomous vehicles. On information and belief, these representations are false.

159. These false representations about Meridian's existing products and/or services have actually deceived, or have the tendency to deceive a substantial segment of the intended audience.

160. The deception is material inasmuch as it is likely to influence the purchasing decision of customers or potential customers seeking autonomous transportation technology solutions.

161. Meridian caused the deceptive statements to enter interstate commerce by publishing them on the Meridian website.

162. Coast Autonomous has been or likely will be injured as a result of the deception either by direct diversion of sales from Coast Autonomous to Meridian or

by lessening of the goodwill associated with Coast Autonomous' products and/or services related to autonomous transportation technologies.

163. The aforementioned acts of Defendants were intentional, willful, and malicious, and designed to injure Coast Autonomous. As such, the conduct amounts to oppression, fraud, and malice, and is subject to exemplary and punitive damages all in an amount according to proof at trial.

CLAIM ELEVEN

Cal. Bus. & Prof. Code § 17200 Unfair Business Practices

(By All Plaintiffs Against All Defendants)

164. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 96 as if fully set forth here.

165. As described herein, Defendants have engaged in unlawful, fraudulent, deceptive, or unfair acts or practices in the conduct of business, which acts or practices constitute unfair competition within the meaning of section 17200 of the Business and Professions Code. Defendants' acts and practices are alleged above and are incorporated here as if fully set forth.

166. Plaintiffs have been harmed as a result of Defendants' unlawful, fraudulent, deceptive, or unfair acts or practices.

CLAIM TWELVE

Cal. Civ. Code § 3426 *et seq* California Uniform Trade Secrets Act

(By Coast Autonomous Against All Defendants)

167. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 96 as if fully set forth here.

168. The autonomous transportation technologies developed by Lefevre constitute trade secrets because they derive actual or potential independent economic value from their confidentiality and were the subject of a Non Disclosure Agreement.

169. Plaintiff Coast Autonomous is the owner of certain trade secrets; namely, the autonomous transportation technologies described herein and developed by Plaintiff Lefevre.

170. Prior to assigning the afore-mentioned trade secrets to Plaintiff Coast Autonomous, Plaintiff Lefevre engaged in good faith negotiations with Satkunarajah and Defendants relating to a proposed transaction whereby Defendants would acquire the trade secrets developed by Plaintiffs Lefevre and Phoenix Wings.

171. Plaintiff Lefevre protected his trade secrets from disclosure through the use of a Non Disclosure Agreement executed by Lefevre and Defendants. The NDA provided that information disclosed thereunder would only be used for valuing the confidential autonomous transportation technology for purposes of the proposed transaction.

172. In justifiable reliance upon the NDA, Plaintiff Lefevre disclosed the trade secrets to Defendants and their agents, including their former outside intellectual property legal counsel. After disclosure of the trade secrets, Defendants materially altered the terms of the proposed transaction. As a result, Plaintiff Lefevre and Defendants did not consummate the proposed transaction.

173. After it became evident that no deal would be consummated with GRMC and/or Meridian, Phoenix Wings, Lefevre and Royere entered into a transaction with Plaintiff Coast Autonomous under which Coast Autonomous now owns by assignment or is otherwise authorized to freely use, license, sell and exploit any and all intellectual property related to autonomous transportation technologies owned by Phoenix Wings, Lefevre and/or Royere.

174. Plaintiffs were subsequently informed that provisional patent applications, based on the trade secrets Plaintiff Lefevre disclosed to Defendants during their alleged due diligence, were filed with the USPTO in violation of the NDA and without Plaintiffs' consent or authorization.

175. On information and belief, Defendants obtained Plaintiffs' trade secrets, which form the basis of the provisional patent applications, by fraudulently inducing Plaintiff Lefevre to divulge such trade secrets under the guise of a proposed transaction on terms which Defendants never intended to consummate.

176. Defendants also misappropriated Plaintiffs' trade secrets by filing provisional patent applications based on trade secrets that Defendants obtained in violation of the NDA and used without Plaintiffs' consent.

177. Defendants further misappropriated Plaintiffs' trade secrets through advertising and promotional materials found on Defendants' website, which, on information and belief, are derived from the trade secrets that Plaintiff Lefevre shared with Defendants on the basis of strict confidentiality.

178. On information and belief, Defendants continue to misappropriate Plaintiffs' trade secrets by their attempts to develop, market and sell autonomous vehicles based on Plaintiffs' trade secrets.

179. Defendants' misappropriation was willful and malicious and entitle Plaintiff Coast Autonomous to an award of exemplary damages, reasonable attorneys fees and costs.

180. Defendants' misappropriation of Plaintiffs' trade secret have caused Plaintiff Coast Autonomous actual loss and other injury in an amount to be proved at trial.

CLAIM THIRTEEN

18 USC § 1836 *et seq* Defend Trade Secrets Act

(By Coast Autonomous Against All Defendants)

181. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 96 as if fully set forth here.

182. The autonomous transportation technologies developed by Plaintiff Lefevre constitute trade secrets because they derive actual or potential independent

economic value from their confidentiality and were the subject of a Non Disclosure Agreement.

183. Plaintiff Coast Autonomous is the owner of certain trade secrets; namely, the autonomous transportation technologies described herein and developed by Plaintiffs Lefevre and Phoenix Wings and non-party Royere.

184. Plaintiffs' trade secrets relate to autonomous transportation technology and are related to a product – a vehicle – used in, or intended for use in, interstate or foreign commerce.

185. Prior to assigning the afore-mentioned trade secrets to Plaintiff Coast Autonomous, Plaintiff Lefevre engaged in good faith negotiations with Defendants relating to a proposed transaction whereby Defendants would acquire the trade secrets developed by Plaintiffs Lefevre and Phoenix Wings.

186. Plaintiff Lefevre protected his trade secrets from disclosure through the use of a Non Disclosure Agreement executed by Lefevre and Defendants. The NDA provided that information disclosed thereunder would only be used for valuing the confidential autonomous transportation technology for purposes of the proposed transaction.

187. In justifiable reliance upon the NDA, Lefevre disclosed the trade secrets to Defendants and their agents, including their former outside intellectual property legal counsel. After disclosure of the trade secrets, Defendants materially altered the terms of the proposed transaction. As a result, Lefevre and Defendants did not consummate the proposed transaction.

188. After it became evident that no deal would be consummated with GRMC and/or Meridian, Phoenix Wings, Lefevre and Royere entered into a transaction with Plaintiff Coast Autonomous under which Coast Autonomous now owns by assignment or is otherwise authorized to freely use, license, sell and exploit any and all intellectual property related to autonomous transportation technologies owned by Phoenix Wings, Lefevre and/or Royere.

189. Plaintiffs were subsequently informed that provisional patent applications, based on the trade secrets Lefevre disclosed to Defendants during their alleged due diligence, were filed with the USPTO in violation of the NDA and without Plaintiffs' consent or authorization.

190. On information and belief, Defendants obtained Plaintiffs' trade secrets, which form the basis of the provisional patent applications, by fraudulently inducing Lefevre to divulge such trade secrets under the guise of a proposed transaction on terms which Defendants never intended to consummate.

191. Defendants also misappropriated Plaintiffs' trade secrets by filing provisional patent applications based on trade secrets that Defendants obtained in violation of the NDA and used without Plaintiffs' consent.

192. Defendants further misappropriated Plaintiffs' trade secrets through advertising and promotional materials found on Defendants' website, which, on information and belief, are derived from the trade secrets that Plaintiff Lefevre shared with Defendants on the basis of strict confidentiality.

193. On information and belief, Defendants continue to misappropriate Plaintiffs' trade secrets by their attempts to develop, market and sell autonomous vehicles based on Plaintiffs' trade secrets.

194. Defendants' misappropriation was willful and malicious and entitles Plaintiff Coast Autonomous to an award of exemplary damages, reasonable attorneys fees and costs.

195. Defendants' misappropriation of Plaintiffs' trade secret have caused Plaintiff Coast Autonomous actual loss and other injury in an amount to be proved at trial.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs demand judgment against Defendants as follows:

A. For actual and consequential damages in an amount to be proven at trial;

B. For punitive damages;

C. For a declaration that Plaintiffs, and not Defendants, are the sole owners of certain intellectual property related to autonomous transportation technology;

D. For a declaration that Plaintiffs have not engaged in theft or conversion with respect to any of Defendants' physical property;

E. For a declaration that Plaintiffs have not misappropriated any trade secrets purportedly held by Defendants;

F. For a permanent injunction prohibiting Defendants, and their agents, employees, officers, successors, licensees, and assigned, and all persons acting in concert or participation with each or any of them, from continuing to use Plaintiffs' intellectual property for any purpose, including to maintain or prosecute any provisional patent applications already on file, or to file non-provisional patent applications claiming priority to the provisional applications;

G. For an order requiring Defendants, and their agents, employees, officers, successors, licensees, and assigned, and all persons acting in concert or participation with each or any of them, to expressly abandon any provisional patent applications already on file;

H. For an order requiring Defendants to restore to Plaintiffs the meridianautonomous.com domain name and cease and desist from using the name Meridian Autonomous.

I. Under Business and Professions Code section 17203, Cal. Civ. Code § 3426.3 (a) and 18 USC § 1836 (b) (3) that Defendants be ordered to give full restitution to plaintiff and to disgorge all profits;

J. For an award of pre-judgment interest as allowed by law;

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K. For attorneys fees, costs, and disbursements in this action; and

L. For such other and further relief as the Court deems just and proper.

JURY TRIAL DEMAND

Plaintiffs demand a trial by jury of all issues permitted by law.

Dated: September 5, 2017

Respectfully submitted,

HICKEY SMITH LLP

By: */s/ David M. Hickey*

Attorneys for Plaintiffs

EXHIBIT A

CONFIDENTIALITY AGREEMENT

April 28, ~~July~~ __, 2016 J.S R

Dear Mr. Pierre Lefevre:

In connection with the consideration of a possible transaction between you ("Pierre Lefevre") and **Meridian Autonomous Inc.** ("Meridian") **& Global Resources Management Consultancy Inc.** ("GRMC") relating to 100% Driver-less Autonomous Products: software platform, hardware integration, communication, navigation system, installation & commissioning, certification of safety system (a "Possible Transaction") each of the parties (each a "Disclosing Party" as applicable) is prepared to make available to the other (each a "Recipient" as applicable) and its Representatives (as hereinafter defined) certain information or materials concerning its business, financial condition, operations, assets and liabilities, in either written or oral form. As a condition to such information being made available, the Recipient agrees to treat any information which is made available to it or to its Representatives by or on behalf of the Disclosing Party (herein collectively referred to as the "Confidential Information") in accordance with the provisions of this letter agreement (the "Agreement"), and to take or refrain from taking certain other actions as hereinafter set forth. As used in this Agreement, a party's "Representatives" shall include the directors, officers, employees, agents, partners or advisors of such party and those of its parent company, subsidiaries and affiliates (including, without limitation, attorneys, accountants, consultants, bankers and financial advisors).

(1) Confidential Information. The term "Confidential Information" also shall be deemed to include the portion of all materials, notes, analyses, compilations, studies, interpretations or other documents prepared by Recipient or its Representatives that contain Confidential Information. The term "Confidential Information" shall not include information that (i) at the time of disclosure is or has become generally available to the public other than as a result of a disclosure by Recipient or its Representatives, (ii) was, at the time of disclosure, within Recipient's possession prior to its being made available to it by or on behalf of the Disclosing Party pursuant hereto, provided that the source of such information was not known by Recipient to be bound by a confidentiality agreement with, or other contractual, legal or fiduciary obligation of confidentiality to, the Disclosing Party with respect to such information, (iii) is independently developed by the Recipient or (iv) becomes available to Recipient on a non-confidential basis from a source other than the Disclosing Party or any of its Representatives, provided that such source is not bound by a confidentiality agreement with, or other contractual, legal or fiduciary obligation of confidentiality to, the Disclosing Party or any other party with respect to such information.

(2) Use of Confidential Information. Recipient and its Representatives shall use the Confidential Information solely for the purpose of evaluating a Possible Transaction and for no other purpose. Recipient agrees that the Confidential Information will be kept confidential and that Recipient and its Representatives will not disclose any of the Confidential Information in any manner whatsoever; *provided, however*, that (i) it may make any disclosure of the Confidential Information to which the Disclosing Party gives its prior written consent, and (ii) any of the Confidential Information may be disclosed to Recipient's Representatives who need to know such information for the sole purpose of evaluating a Possible Transaction, who are bound by confidentiality obligations to Recipient or agree to keep such Confidential Information confidential to the same extent as Recipient. In any event, Recipient agrees to undertake reasonable precautions to safeguard and protect the confidentiality of the Confidential Information, to accept responsibility for any breach of this Agreement by any of its Representatives, and at its sole expense to take all reasonable measures to restrain its Representatives from prohibited or unauthorized disclosure or uses of the Confidential Information. The Disclosing Party understands that

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Recipient may currently or in the future be developing information internally, or receiving information from other parties, that may be similar to Disclosing Party's information. Accordingly, this Agreement will not be construed as an obligation or representation that Recipient will not develop, have developed, license or acquire products, product candidates, systems or development programs that compete with the products, product candidates, systems or development programs contemplated by Disclosing Party's information. In addition, the Disclosing Party agrees that Recipient does not intend to, and will not be obligated to, restrict or segregate the work assignments of personnel who may have been exposed to Disclosing Party's information.

(3) **Non-Disclosure**. In addition, both parties agree that, without the prior written consent of the other party, neither it nor its Representatives will disclose to any other person any terms, conditions or the subject matter of this Agreement, the identity of the parties to this Agreement, the fact that the Confidential Information has been made available to it, that discussions or negotiations are taking place concerning a Possible Transaction or any of the terms, conditions or other facts with respect thereto (whether written or oral), including the status thereof (collectively, the "Discussion Information"); *provided, however* that a party may make such disclosure if, and solely to the extent that, the other party has already done so or such party has received the written opinion of its outside counsel that such disclosure must be made in order that such party not commit a violation of law (including, without limitation, any applicable laws, rules, regulations of any federal, state or local government or any securities exchange or listing or similar authority). The term "person" as used in this Agreement shall be broadly interpreted to include any corporation, partnership, group, individual or other entity.

(4) **Required Disclosure**. In the event that Recipient or any of its Representatives are requested or required by law (including, without limitation, any applicable laws, rules, regulations of any national, federal, provincial, state or local government or any securities exchange or listing or similar authority) or by oral questions, interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand or other similar process, to disclose any of the Confidential Information or Discussion Information, Recipient shall provide the Disclosing Party with prompt written notice of any such request or requirement so that the Disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. If, in the absence of a protective order or other remedy or the receipt of a waiver by the Disclosing Party, Recipient or any of its Representatives are nonetheless, in the written opinion of counsel, legally compelled to disclose Confidential Information or Discussion Information, Recipient or its Representatives may, without liability hereunder, disclose only that portion of the Confidential Information or Discussion Information which such counsel advises is legally required to be disclosed, provided that Recipient exercises its commercially reasonable efforts to preserve the confidentiality of the Confidential Information and the Discussion Information, including, without limitation, by cooperating with the Disclosing Party to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information and the Discussion Information.

(5) **Termination of Discussions**. Following termination of discussions regarding a Possible Transaction, upon the request (which request shall be made within a reasonable time after such termination of discussions) of the Disclosing Party for any reason, Recipient will, at Recipient's option, either deliver to the Disclosing Party or destroy (which destruction shall be certified in writing by an officer of Recipient) all Confidential Information made available to Recipient or its Representatives by or on behalf of the Disclosing Party pursuant hereto and the portion of all other Confidential Information prepared by Recipient or its Representatives which contains Confidential Information furnished to Recipient or its Representatives by or on behalf of the Disclosing Party; provided, however, that Recipient and its Representatives (i) may each retain one copy of the Disclosing Party's Confidential Information for recordkeeping purposes and for the purposes of defending its rights and obligations hereunder and (ii) will not be required to return or destroy any computer or other electronic hardware or systems, to render any electronic data irrecoverable or to disable or otherwise modify any existing

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electronic data backup procedures. Notwithstanding the return or destruction of the Confidential Information, Recipient and its Representatives will continue to be bound by the obligations of confidentiality and other obligations hereunder.

(6) **Rights to Confidential Information.** Recipient acknowledges that nothing in this Agreement is intended to amount to or implies any transfer, license or other grant of rights in relation to the Confidential Information or any intellectual property, patents, design right, trademarks, copyright, trade secrets, database rights or other intellectual property rights owned or used by the Disclosing Party or its Affiliates. Intellectual property means all inventions, know-how, discoveries, artworks, designs, software, hardware, photographs, video tapes, films, slides, tape recordings, mechanicals, writings of any kind, audio/visual projects, printed or graphic matters, patents, trademarks, copyrights, design patents, business method patents, ideas, trade secrets, know how, confidential information, designs, reports, works of authorship, computer software, flow charts and diagrams, procedures, data, documentation and writings and applications thereof, including all preparatory materials such as sketches, drafts, outlines and drawings and electronic media in which any of the above are fixed or recorded, or anything else, including all preparatory materials, which are or may be subject to protection under the law as, for example, trade secrets, confidential information, know-how, patents, copyrights and trademarks. Confidential information includes correspondence, memoranda, files, manuals, books, code books, lists, financial, operating or marketing records, account records, forms, concepts, sales presentations, marketing programs, marketing strategy, business practices, bidding information, methods of operation, licenses, source code, software, processes, planning documents, testing, other technical information, customer lists, customer leads, contact information and other customer data, supplier lists, supplier leads, vendor lists, vendor leads, the Company's business relationships and agreements with third parties, contract proposals, contract expiration dates, documents identifying past, present and future customers, hiring and training methods, personnel records, pricing and cost information, discount information, financial and other confidential and proprietary information concerning the Company's operations and expansion plans, any analyses, compilations or reports with regard to the foregoing; and all other information. Recipient acknowledges and agrees that all Confidential Information and all copies of the Confidential Information shall be and remain the exclusive property of Disclosing Party.

(7) **Definitive Agreements**. Both parties understand and agree that no contract or agreement providing for any Possible Transaction shall be deemed to exist between Pierre Lefevre and Newly formed Inc. unless and until a final definitive agreement has been executed and delivered. Both parties also agree that unless and until a final definitive agreement regarding a Possible Transaction has been executed and delivered, neither Newly Formed Inc. nor Pierre Lefevre will be under any legal obligation of any kind whatsoever with respect to such a Possible Transaction by virtue of this Agreement except for the matters specifically agreed to herein. Each party reserves the right, in its sole discretion, to reject any and all proposals made by the other or any of its Representatives with regard to a Possible Transaction, and to terminate discussions and negotiations at any time.

(8) **Term**. The term of this Agreement commences on the date first set forth above (the "Effective Date") and extends for a period of one (1) year thereafter unless otherwise agreed upon in writing. The obligations of confidentiality, non-disclosure and non-use imposed hereunder shall remain effective and shall continue in force for seven (7) years from the Effective Date or, if earlier, until the relevant Confidential Information falls within the exceptions provided for in this Agreement or this Agreement is superseded by the confidential disclosure provisions of another agreement.

(9) **No Waiver**. It is understood and agreed that no failure or delay by the Disclosing Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any

single or partial exercise thereof preclude any other or future exercise thereof or the exercise of any other right, power or privilege hereunder.

(10) **Injunctive Relief**. It is understood and agreed that money damages may not be a sufficient remedy for any breach of this Agreement by the Recipient or any of its Representatives and that the Disclosing Party shall be entitled to seek equitable relief, including an injunction and specific performance, as a remedy for any such breach without proof of actual damages or securing or posting any bond in connection with any such remedy. Such remedies shall not be deemed to be the exclusive remedies for a breach by the Recipient of this Agreement but shall be in addition to all other remedies available at law or equity to the Disclosing Party.

(11) **Governing Law**. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

(12) **No Modification**. This Agreement may not be modified or discharged in whole or in part except by an agreement in writing signed by both parties.

(13) **No Assignment**. This Agreement may not be assigned or transferred by either party without the prior written consent of the other party, except in the case of a sale of all or substantially all of the assets, stock or business of such party.

(14) **Entire Agreement**. This Agreement sets forth the entire Agreement and understanding between the parties and supersedes all prior agreements and understandings between them, whether written or oral, relating to the subject matter of this Agreement.

(15) **Counterparts**. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement.

Please confirm agreement with the foregoing by signing and returning one copy of this Agreement to the undersigned, whereupon this Agreement shall become a binding agreement between Newly Formed Inc. and Mr. Pierre Lefevre .

Very truly yours,

PIERRE LEFEVRE

By: ______________________

Accepted and agreed to as of
the date first written above:

Meridian Autonomous Inc.
&
Global Resources Management Consultancy Inc.

By: ______________________
Lincoln Satkunarajah
CEO
Meridian Autonomous Inc.
&
Global Resources Management Consultancy Inc.

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EXHIBIT B

meridian

ABOUT US AUTONOMOUS TECHNOLOGY TEAM EXPERTISE CONTACT US

AUTONOMOUS SYSTEMS

Meridian Integrates autonomous systems into smart connected multimodal communities.

Fully Autonomous Electric Shuttle

Enter Your Email To Stay Updated

CONNECT WITH US!

meridian

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AUTONOMOUS SYSTEMS

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